

**AGREEMENT
BY AND BETWEEN**

**SOUTHERN TRUST COMPANY, INC.
("STC")**

and

**THE PERSONS AND ENTITIES EXECUTING A SIGNATURE PAGE HEREOF AS BLACK
FAMILY MEMBERS**

(each a "Black Family Member" and, collectively, the "Black Family Members")

Dated as of November __, 2012

This will confirm and constitute the agreement by and among STC and the Black Family Members regarding the provision by STC to the Black Family Members of the deliverables and services described below. With respect to such deliverables and services, STC and the Black Family Members hereby agree as follows:

1. **Engagement.** Each Black Family Member hereby contracts with STC and engages STC, and STC hereby agrees, to provide the deliverables and services described in Section 2 hereof, subject to, upon, and in accordance with, the provisions of this Agreement.

2. **Deliverables and Services.** The deliverables and services to be provided by STC pursuant to Section 1 hereof (the "Deliverables and Services") shall consist of those described on Schedule A to this Agreement. In all material respects, the Deliverables and Services shall comply with all applicable federal, state and local laws, rules and regulations.

3. **Deliverables and Services Not Provided.** Each Black Family Member hereby acknowledges and agrees that STC does not provide and under this Agreement is not providing, either directly or through publications or writings, any advice whatsoever as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or any analyses or reports concerning securities, and is not acting in any way as an "investment advisor" as such term is defined in and interpreted in accordance with the provisions of the Investment Advisors Act of 1940, as amended, the regulations promulgated thereunder, and the interpretive releases issued in connection therewith. Without limiting the generality of the foregoing, each Black Family Member acknowledges and agrees that under this Agreement STC is not:

- (a) providing advice, or issuing or promulgating reports or analyses which concern specific securities or securities in general;
- (b) providing advice regarding the relative advantages or disadvantages of investing in securities in general as compared to other investments;
- (c) providing advice as to the selection of investment managers, or investment funds or entities;
- (d) providing advice as to the allocation of certain percentages of assets to specific classes of securities, investment funds, or investment managers; or
- (e) holding itself out in any way whatsoever as being engaged in any business which provides advice about securities or promulgates or issues reports or analyses about securities or which engages in any of the activities listed in Sections 3(a) through (d) above or any other activities similar thereto.

4. **Fee and Expenses.** The price that the Black Family Members shall pay STC for the Deliverables and Services (the "Contract Price") shall be Twenty Three Million Five Hundred Thousand Dollars (\$23,500,000), payable by the Black Family Members, joint and severally, to STC as follows:

- (a) Five Million Dollars (\$5,000,000) of the Contract Price shall be due and payable by no later than December __, 2012;
- (b) Ten Million Dollars (\$10,000,000) of the Contract Price shall be due and payable by no later than February 1, 2013; and
- (c) Eight Million Five Hundred Thousand Dollars (\$8,500,000) of the Contract Price shall be due and payable by no later than October 1, 2013.

Payments of the contract price hereunder shall be by wire transfer of immediately available funds to an account designated by STC to the Black Family Representative (as hereinafter defined).

5. **Black Family Members Representative.** Each of the Black Family Members hereby designates and appoints Leon Black as the sole representative of the Black Family Members for purposes of this Agreement and all dealings between STC and any and all Black Family Members in connection with this Agreement (the "Black Family Representative"). All notices, communications, decisions and actions with, from, by, on behalf of and to, any Black Family Member shall be made by or to Leon Black on behalf of such Black Family Member. All information and materials received and reviewed by STC in connection with its performance of this Agreement shall be received directly from or under the direction of Leon Black.

6. **No Decisions or Actions by STC; No Representations, Warranties or Guarantees; Disclaimer; Indemnity.**

(a) The Black Family Members acknowledge and agree that STC has absolutely no authority to, nor shall it, make any decisions or take any actions whatsoever on behalf of any Black Family Member under this Agreement, and that STC is not serving in any fiduciary capacity whatsoever to, for or on behalf of any Black Family Member.

(b) Each Black Family Member further acknowledges and agrees that: (i) STC does not make any representations, warranties, or guarantees whatsoever, except as may be expressly provided in this Agreement, and hereby disclaims any and all warranties or guarantees other than as may be expressly provided herein, including, without limitation, implied warranties of fitness for a particular purpose, suitability and merchantability; (ii) each Black Family Member assumes the full risk and responsibility with respect to any and all of the Deliverables and Services provided by STC hereunder and any

and all actions taken and decisions made by or on behalf of such Black Family Member, or its representative, including, without limitation, Leon Black, in connection with any and all of the Deliverables and Services provided by STC hereunder; (iii) STC will not under any circumstances be liable to any Black Family Member for any loss that such Black Family Member may incur as a result of any decisions or actions taken in connection with the Deliverables and Services provided by STC hereunder; and (iv) STC hereby disclaims any and all liability whatsoever for the Deliverables and Services.

(c) Without in any way limiting the generality of the foregoing, each Black Family Member further acknowledges and agrees that at any given time and from time to time some or all of the Deliverables and Services may be more beneficial or favorable to certain Black Family Members, including, without limitation, Leon Black, as compared to other Black Family Members, and more detrimental and unfavorable to such other Black Family Members, and that STC hereby fully disclaims any and all liability for, and each Black Family Member hereby agrees to hold STC harmless against and from, any and all claims and damages as a result thereof.

(d) The Black Family Members jointly, and each of them severally, hereby agree to indemnify and hold STC harmless from and against any and all claims, liability, damages, costs, fees and expenses (including, without limitation, reasonable attorneys fees and disbursements) arising out of, relating to or connected with STC's performance of this Agreement; provided, however, that STC shall be solely responsible for the ordinary business and administrative expenses it incurs in connection with STC's performance of this Agreement.

7. Assistance to Attorneys. STC is performing this Agreement and providing the Deliverables and Services hereunder in connection with and subject to that certain letter dated November __, 2012 from Carlyn McCaffrey, Esquire "McCaffrey"), of the law firm of McDermott, Will and Emery (the "Law Firm"), to STC, which, among other things, provides that: (a) the Law Firm has been retained by the Black Family Members to provide certain legal representation; (b) STC has been retained by the Black Family Members to provide the Deliverables and Services under the direction of the Law Firm and McCaffrey; (c) the Deliverables and Services are of a character and quality that are related to McCaffrey's and the Law Firm's services to the client as attorneys; (d) the Deliverables and Services are being provided for the purpose of assisting McCaffrey and the Law Firm in their representation of the Black Family Members; and (e) the provision of the Deliverables and Services hereunder and all communications, information, records or documents coming into the possession of or created by STC are subject to the confidentiality and non-disclosure provisions contained in the said letter, in addition to the provisions contained in Section ___ hereof.

8. Other Activities of STC. Each Black Family Member understands and agrees that STC provides and intends to provide to persons and entities other than the Black Family Members with deliverables and services similar to the Deliverables and Services, and that STC's provision of the Deliverables and Services hereunder for the Black Family Members shall be on a non-exclusive basis and without requiring any minimum commitment of time and resources on the part of STC.

9. Proprietary Rights. All rights, including, without limitation, all copyrights, to the Proprietary Materials (as hereinafter defined) shall remain the property of STC. No Proprietary Materials, including, without limitation, copies thereof, evidencing any of the Deliverables and Services may be taken, retained or used by any Black Family Member for any purpose whatsoever except as contemplated by this Agreement. [Provide Definition of Proprietary Materials]

10. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which any party hereto may be required or desire to give to any other party hereto must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (ii) telecopy, facsimile or email (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid), or (iii) express mail or courier (for either same day or next Business Day delivery). A notice or other communication sent in compliance with the provisions of this Section 10 shall be deemed given and received on (a) the third (3rd) Business Day following the date it is deposited in the U.S. mail, (b) the date of confirmed dispatch if sent by facsimile, telecopy or email (provided that a copy thereof is sent by mail the same day in the manner provided in clause (ii) above), or (c) the date it is delivered to the other Party's address if sent by express mail or courier. The addresses for the Parties are as follows:

All notices and other communications to STC shall be addressed to such part at the following address:

Southern Trust Company, Inc.
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Facsimile No.: [REDACTED]
email: [REDACTED]
Attention: Mr. Jeffrey E. Epstein, President

with a copy to (which shall not constitute notice to Seller):

Darren K. Indyke, Esq.
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, NY 10022
Facsimile No.: [REDACTED]
email: [REDACTED]

All notices and other communications to the Black Family Members shall be addressed to such party at the following address:

Apollo Management
9 West 57th Street, 43rd Floor
New York, NY 10019
Facsimile No.: [REDACTED]
email: [REDACTED]

Attention: Mr. Leon Black, Black Family Representative

Any party hereto may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other Party in the manner provided in this Section 10.

11. **Independent Contractors.** The relationship of the parties hereto shall be that of independent contractors, and no partnership, joint venture or agency relationship shall be deemed to be created hereunder. Without limiting the generality of the preceding sentence, except as otherwise expressly provided in this Agreement, neither party hereto may bind the other party hereto, whether in contract or otherwise.

12. **Severability.** If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other covenants, terms, conditions and provisions hereof which can be given effect without the invalid covenant, term, condition or provision, as the covenants, terms conditions and provisions of this Agreement are intended to be and shall be deemed severable.

13. **Applicable Law and Jurisdiction.**

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts executed and to be fully performed therein, without giving effect to its principles of conflicts of law.

(b) Each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in the United States Virgin Islands over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereto agrees that service of any process, summons, notice or document by registered mail or certified mail addressed to the other party hereto shall be effective service of process for any action, suit or proceeding brought in any such court. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party hereto agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon judgment.

14. **Captions.** The titles used in this Agreement are for convenience only and are not to be considered in construing the intent or meaning of the terms of this Agreement.

15. **Binding Effect and Non-Assignability.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. Neither party hereto may assign this Agreement or any right granted hereunder or delegate any duty or obligation provided for herein without the prior consent of the other party hereto.

16. **Entire Agreement.** This Agreement, together with the Confidentiality Agreement contains the entire agreement of the parties hereto concerning the subject matter hereof and thereof, and supersedes any and all prior agreements, representations, warranties, covenants, terms and conditions between the parties hereto concerning the subject matter hereof and thereof, which prior agreements, representations, warranties, covenants, terms and conditions are hereby canceled. This Agreement may only be changed, modified or amended by an agreement in writing, signed by the parties hereto.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

18. **Waiver.** Any waiver of any provision hereof must be in writing and shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of either party hereto to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

19. **Costs of Litigation.** In any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive, and the non-prevailing party shall pay, the prevailing party's costs and expenses of such action or proceeding, including, but not limited to, reasonable attorneys fees and disbursements paid or incurred by the prevailing party in respect of such action or proceeding. The prevailing party shall be entitled to an award of such costs and expenses in addition to any and all other relief granted or awarded to the prevailing party in such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SOUTHERN TRUST COMPANY, INC.

By: _____
Jeffrey E. Epstein
President

[BLACK FAMILY MEMBERS SIGNATURES ON THE FOLLOWING PAGES]

[BLACK FAMILY MEMBERS SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned Black Family Member has caused this Agreement to be duly executed as of the day and year first above written

Name of Black Family Member:

Address: _____

Name of Signatory: _____

Title of Signatory: _____

Signature: _____

SCHEDULE A

DELIVERABLES AND SERVICES

STC shall provide the Black Family Members with financial estate formula and algorithms and supervise the implementation thereof. [THIS DESCRIPTION OF SERVICES TO BE DEVELOPED FURTHER]